

MEMBERSHIP AGREEMENT, LEGAL LIABILITY WAIVER AND INFORMED CONSENT

Member's Name _____ Dept. _____ Division/Office _____ Bureau _____
Phone _____ Security Card Key Number _____ Email _____

I, the undersigned, being at least eighteen years of age, and in consideration for the privilege of utilizing the equipment and services provided at the Melvin M. Owens Fitness Center (hereafter Fitness Center), acknowledge and agree to information contained on this form and Attachment 'A.' I voluntarily agree to the following waiver of liability for any injury I sustain through or while utilizing the equipment and programs of the Fitness Center. I further acknowledge that my participation and use of the fitness equipment or other activities associated with the Fitness Center is being done voluntarily and of my own desire and that participation in or use of the Fitness Center is not a requirement for my job.

I acknowledge that I have read the attached rules governing the use of the Fitness Center and I agree to abide by them. I further acknowledge that I have read all other material associated with the use of the Fitness Center. I acknowledge that I have had an opportunity to have any questions regarding the use of the Fitness Center or its equipment, and the rules governing the Fitness Center answered by an experienced and knowledgeable individual(s). I further acknowledge that I have been informed that violation of these rules may result in the loss of the privilege to use the Fitness Center.

I recognize that the use of fitness equipment and the activities associated with physical workouts may involve strenuous physical activity and may cause physical or emotional distress to the participants. I acknowledge that I have been informed that prior to beginning any program of strenuous physical activity I should be examined by my physician to determine if I have any physical or medical condition that in any way poses a physical threat to me, or inhibits my use of the equipment or participation in classes. I acknowledge that to the best of my knowledge I am free from any known heart, respiratory or other health problems that could pose a threat to me. I further state that I am sufficiently physically fit to participate in the activities at the Fitness Center. If a physician determines I am only capable of limited physical activity, I will only use the Fitness Center in strict conformance to a physician directed exercise program intended to advance or maintain my health.

I agree to release the Fitness Center committee and members, and the State of Utah and their agencies, departments, officers, board members, employees, instructors, agents and volunteers from all liability, claims, demands, actions and causes of actions whatsoever for any loss, claim injury, illness, attorney's fees or harm of any kind or nature to me or my property arising out of any and all activities associated with the aforementioned activities. I further agree to hold harmless, and hereby release the above mentioned entities and persons from all liability negligence or breach of warranty associated with injuries or damages from any claim by me, my family, estate, heirs, or assigns arising from or in any way connected with the aforementioned activities.

Consent- Consent is expressly given, in the event of an injury or medical emergency or any emergency aid, anesthesia and/or operation, if in the opinion of the attending physician, such treatment is necessary.

I have carefully read and understand the contents of the foregoing language and I intend it to cover my participation in the operations and activities of the Fitness Center upon my signing and to automatically renew each June 30th upon payment of membership fees or terminate upon non-payment of fees.

Signature _____ Date _____

MEMBERSHIP INFORMATION AND RULES

The Melvin M. Owens Fitness Center (hereafter Fitness Center) is located in Room 123 of the Martha Hughes Cannon Health Building. The Fitness Center is not an operation of the Department of Health, or of the State of Utah. The Fitness Center is an employee/member supported and operated facility. Fitness Center membership dues maintain and pay for the operation of the facility.

Membership is open to employees of the Utah Department of Health, the Utah Department of Environmental Quality, and other individuals working in the Cannon Health Building as stated in the bylaws. The participation of any employee in the activities of the Fitness Center or the use of any equipment is voluntary on the part of the employee. No employee is required to use the fitness center as a requirement of his or her job.

Membership is on an annual basis beginning each July 1 and ending June 30 of the following year. The cost is \$60.00 a year, which is the total annual amount at the monthly rate of \$5.00 per month. Membership fees are payable by a lump sum payment of \$60.00 (or a prorated amount for the balance of the year) in cash or with a check.

The Fitness Center operations are overseen by a Committee. The Fitness Center Committee is composed of nine Fitness Center members selected by the general membership of the Fitness Center. Committee members voluntarily serve for two-year terms. Any questions about the center or its operations should be directed to the Fitness Center Committee. The names and phone numbers of current Committee members are posted on the Fitness Center door and bulletin board. Information about the Fitness Center is also posted on the DOHNET (click on "Health and Wellness" in the main menu, then select "Fitness Center").

There is no staff provided or present to monitor the use of the equipment. Each member should strive to help maintain a safe and friendly facility in accordance with the Fitness Center rules.

FITNESS CENTER RULES

The following rules govern the use of the Fitness Center. Violation of these rules may result in the loss of membership and the privilege of use of the center.

- 1 The fitness center is open and available for member use based on authorized building access given to the employee/member through their security key card.
- 2 Employees who are authorized users of the Fitness Center may not allow non-member friends, family or others to use the facility. Members should not knowingly let unauthorized individuals into the facility. The only exceptions are Fitness Center classes, which allow non-member participation with payment of a non-member fee, and Fitness Center special events and open houses.
- 3 The exercise and other equipment in the center is the property of the Fitness Center. Neither the Department of Health nor the State of Utah is responsible for the purchase or the maintenance of the equipment. I acknowledge that I use the equipment and other facilities at my own risk.
- 4 Any damage, broken parts or other problems with the equipment should be promptly reported to one of the Committee members posted on the Fitness Center door or bulletin board. If an individual discovers a piece of equipment has become unsafe, the individual is asked to place a temporary sign, note or barrier on the equipment to warn potential users and avoid further damage.
- 5 Users of the equipment are responsible for the proper and safe use of the equipment. Improper use, damage or vandalizing of the equipment may result in loss of the privilege to use the equipment. Users must wear appropriate athletic shoes when using treadmills, cross trainers or like equipment. Users must protect weight benches and weight machines from undue wear and tear by either:

a Wearing appropriate athletic clothing when using weight benches and weight machines. Clothing that can tear (such as rivets, zippers, buttons, etc.) or unduly wear bench surfaces is not allowed; or:

b Covering the benches, seats, and back supports of the weight machines with a cloth towel large enough to protect the surfaces from rivets, zippers, buttons, etc.

6 Users of equipment shall not attempt to use any of the equipment unless they are familiar in proper use of the equipment, or until they have become familiar in the proper use of each piece of equipment from a knowledgeable and experienced person. Instruction on equipment use may be arranged by contacting a Committee member.

7 Each user of the equipment is responsible for clean up after himself or herself. Any perspiration or other body fluids left on machine contact surfaces or adjacent floor should be cleaned off after use of the machine. The Fitness Center will maintain access to paper towels and disinfectant spray for cleaning. Any serious spills of body fluids should be reported to building maintenance personnel and security if necessary, and should be treated as in the same fashion as other body fluid incidents and dealt with in accordance with the agency's blood borne hazard policy.

8 The Fitness Center is situated within a state building and at a workplace. All state laws and rules are in force. Conduct while using the Fitness Center shall conform to Human Resource rules. Harassment or any other inappropriate or offensive behavior will not be tolerated. Clean Air Act requirements are in force in the Fitness Center.

9 Radios, CD players or other sound systems are to be played at a level that does not disturb the other users of the Cannon Health building.

10 The equipment in the Fitness Center is shared equipment therefore users should limit their use of the aerobic equipment to thirty minutes and other machines to limited numbers of repetitions, sets or time when others are waiting to use the equipment. Saving or holding equipment for later use is not allowed.

11 Users of hand held equipment or gear (such as weights, dumbbells, exercise mats and stretching tubes) shall return the equipment back to appropriate racks or storage areas after use. Users of electronic exercise equipment (that can be turned off) and fans shall turn the equipment or fans off after use.

12 No equipment may be placed in the Fitness Center until it has been approved by the Committee.

13 Lockers are provided for temporary storage of street clothes as well as showers and dressing areas. Overnight storage of exercise clothing, personal items and gear is not authorized.

14 Maintenance of equipment beyond minor repairs should be done by maintenance professionals hired by the Fitness Center Committee to perform regular inspection and maintenance.

15 Employees authorized to use the Fitness Center should abide by signs placed in the Fitness Center by the Committee to promote a safe and courteous environment in the facility.

16 During limited times of the week at off peak hours, certain authorized classes may have calming routines requiring a brief period of quietness. At these times, users when informed by signs or otherwise will not use noisy equipment and will utilize the facility in a manner consistent with a quiet atmosphere.